



CITY OF LINCOLN
NEBRASKA
MAYOR COLEEN J. SENG

smart #06090097

EXECUTIVE
ORDER

NO. 077328

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

I hereby approve and authorize an amendment to the agreement between the City of Lincoln and the National Association of Government Employees, Local No. R9-38, which amends the agreement to delete the name of the recognized bargaining agent National Association of Government Employees from said agreement and replace the name of the recognized bargaining agent as the Public Association of Government Employees in all locations referenced in the parties' collective bargaining agreement.

This executive order further authorizes the City of Lincoln to jointly file with the union, pursuant to Rule 13 of the Rules of the Commission of Industrial Relations, any request to change the name of the certified bargaining representative from the National Association of Government Employees to the Public Association of Government Employees, when such request for a name change is filed at the Commission.

The City Clerk is directed to return one fully executed copy of this executive order to Don Taute in the Personnel Department for transmittal to the union.

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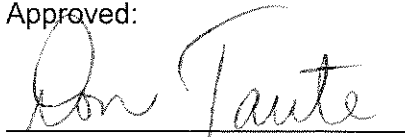
Dated this 18th day of
September, 2006.


Coleen J. Seng, Mayor

Approved as to Form & Legality:


Assistant City Attorney

Approved:


Don Taute, Personnel Director

ADDENDUM A

AGREEMENT

BETWEEN THE CITY OF LINCOLN, NEBRASKA
AND
~~NATIONAL ASSOCIATION OF GOVERNMENT~~
~~EMPLOYEES, LOCAL NO. R9-38~~
PUBLIC ASSOCIATION OF
GOVERNMENT EMPLOYEES

FOR THE PERIOD
AUGUST 11, 2005 THROUGH AUGUST 31, 2008

PREAMBLE

This Agreement, by and between the City of Lincoln, Nebraska, hereinafter referred to as the City, and the ~~National Association of Government Employees, Local R9-38~~ Public Association of Government Employees, hereinafter referred to as the Union, is designed to promote harmony between the City and its employees concerning wages, benefits, and conditions of employment, and to be a working agreement between the City and the Union with respect thereto.

ARTICLE 1

DEFINITIONS

The City and the Union agree that in construction and interpretation of this Agreement, the following definitions shall control:

- A. DEPARTMENT shall mean any department of the City of Lincoln, Nebraska, in which are employed persons represented by the bargaining unit.
- B. EMPLOYEE shall mean any regular, full-time employee as defined in Appendix "B" who, by classification definition in Appendix "B", is a member of the bargaining unit. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be considered to include male and female employees.
- C. DEPARTMENT HEAD shall mean the duly appointed and acting director of any department of the City of Lincoln, Nebraska, as hereinabove defined.
- D. PERSONNEL BOARD shall mean the duly appointed Personnel Board of the City of Lincoln, Nebraska.
- E. PERSONNEL DIRECTOR shall mean the duly appointed Personnel Director of the City of Lincoln, Nebraska.
- F. PERSONNEL CODE shall mean Chapter 2.76 of the Lincoln Municipal Code, entitled "Personnel System."
- G. CITY shall mean the City of Lincoln, Nebraska.
- H. UNION shall mean ~~Local No. R9-38 of the National Association of Government Employees~~ Public Association of Government Employees ("PAGE").

public relations, and procedures and policies for the safety, health, and protection of the City property and personnel.

- J. The right to adopt, modify, change, enforce, or discontinue existing rules, regulations, procedures, and policies not in direct conflict with any provisions of the Agreement.
- K. The right to determine and enforce employees' quality and quantity standards.
- L. The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving bargaining unit employees of benefits under this Agreement.

ARTICLE 4

STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE

Section 1. The protection of the public health, safety, and welfare demands that neither Union, nor any Union member, or any person acting in concert with them, will cause, sanction, or take part in any strike, walkout, sitdown, stoppage of work, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of this Section 1 of this Article apply as long as this Agreement, or during any renewal or extension thereof, is in effect.

Section 2. Violation of Section 1 of the Article by the Union shall be just cause for the City to terminate this Agreement by giving written notice of election to terminate to any elected principal officer of ~~NAGE Local R9-38~~ PAGE or the Union attorney, in addition to any other remedies available at law or in equity. If none of the above listed persons can be located, the City can terminate this Agreement with written notice posted on Union or City bulletin boards, provided that such notice is posted for not less than thirty (30) days.

Section 3. Violation of Section 1 by an employee shall be just cause for discharge of such employee.

Section 4. The City agrees it shall not lock out or bar from work any employee on account of a labor dispute without cause.

ARTICLE 5

UNION ACTIVITY

Section 1. The Union agrees that its members, agents, or representatives shall not solicit membership in the Union or otherwise carry on Union activities during working hours, subject to the provisions of Section 3 of this Article.

Section 2. The City, during its new employee orientation, shall inform new employees of the existence of ~~NAGE Local R9-38~~ PAGE. The City shall from time to time, through its Personnel Department, upon receipt of reasonable requests from Union representatives, provide to the Union names and class titles of new employees within the bargaining unit. The City further agrees to provide to such new employees an information packet (approved by the City) regarding ~~NAGE Local R9-38~~ PAGE, as may be made available to the City.

Section 3. Union representatives shall be permitted to be in City Departments, during such times and in such manner as shall be approved in advance by the Department Head, for the purposes of performing Union obligations and duties to employees with respect to processing of grievances; representations of employees with respect to grievances; insurance claims; processing claims by employees for benefits provided by the Union; and for the purpose of posting material on Union bulletin boards. Union representatives in City Departments for the above-described purposes shall conduct themselves in such manner as not to disrupt the normal work routine of the Department, and shall conduct such activities on their own time. The Union President or his designated representative(s) shall have available a bank of two hundred (200) hours maximum per contract year. This means the combined hours used by the Union President and his designated representatives(s) to conduct the above described activities shall not exceed two hundred (200) hours per contract year.

The designated representative(s) will consist of the two Vice-Presidents, Chief Steward, Secretary, and Treasurer.

Section 4. The City agrees to provide copies of this Agreement (a) to all existing employees employed by the City upon implementation of this Section, and (b) to all new employees who become employed by the City thereafter. The City shall further provide copies of annual revision to this Agreement to all employees upon implementation. All costs for preparation, photocopying and distribution shall be borne by the City and the Union equally.

Section 8. Citizen Complaints: An employee shall not be subject to disciplinary action in excess of a written reprimand on the basis of a citizen complaint about the employee's conduct, unless the complaining citizen is willing to identify himself to the City and is willing to provide a written statement recounting the employee's conduct.

Section 9. A representative of the City Attorney's Office, Personnel Department, and ~~NAGE~~ PAGE agree to meet during the 2005-2006 fiscal year to discuss proposals regarding the exchange of information between the City and ~~NAGE~~ PAGE legal counsel relating to disciplinary actions and appeals therefrom, and to discuss the procedures that are applicable regarding appeals to the Personnel Policy Board.

Failure to agree on a resolution of issues raised at such discussions shall not be subject to the grievance procedure.

Section 4. Grievances shall be processed in the following manner:

- Step 1.** Within seven (7) working days of the occurrence of the disagreement giving rise to this grievance, the employee must submit a written request to the Department Head. The Department Head or his designee shall arrange for a meeting with the employee within seven (7) working days from the date of receipt of employee's request for review as described in this step. The Department Head will render a written decision within seven (7) working days of the meeting with the employee.
- Step 2.** If the grievance is not resolved under Step 1, the employee may request a hearing before the Personnel Board by notifying the Personnel Director in writing, within seven (7) working days from the date of decision in Step 1. Upon such written notification, the Personnel Director shall arrange for a hearing before the Personnel Board within thirty (30) working days from the date of request as described in this step.
- Step 3.** If either party is dissatisfied with the Personnel Board decision, it may appeal to a court of competent jurisdiction within Lancaster County, Nebraska.

Section 5. A grievance may be initiated and prosecuted by the City with regard to actions by the Union which are violations of this Agreement by filing of such grievance in writing with the designated representative of the ~~NAGE~~ ~~Local R9-38~~ PAGE. Notice shall be given by registered mail. Within thirty (30) days of the date of delivery of such grievance, the designated representative of the Union and the City, through its designated representative, shall arrange for a meeting in order to discuss the grievance.

The designated representative of the Union shall provide the City, or its designated representative, with a written answer to the grievance within seven (7) working days after the conclusion of such meeting. If satisfactory settlement is not reached under this procedure, the City may file a notice of its intention to request a hearing before the Personnel Board if such notice is filed with the designated employee representative within seven (7) working days after receipt of the Union's answer as provided for in this section. The procedure before the Personnel Board shall be as set out in Step 2 contained herein.

Section 7. When seniority is utilized to determine work assignments, days off, or shift assignments, "seniority" shall be defined as the period of full-time service within any classification represented by the NAGE PAGE bargaining unit. This definition of "seniority" shall not govern layoffs or reductions in force. This definition of "seniority" shall apply only to employees who obtain positions in a classification represented by the NAGE PAGE bargaining unit on or after March 7, 2000. Unless the needs of the department indicate otherwise, seniority will be the basis for shift changes, vacations, holidays, and regular days off.

For employees in a classification represented by the NAGE PAGE bargaining unit prior to March 7, 2000, seniority for work assignments, days off, or shift assignments shall be defined as length of continuous service of an employee with the City.

Section 8. Seniority is defined for purposes of this Agreement as the length of continuous service of an employee to the City. For purposes of this Agreement, seniority status shall be evidenced by the employee's date of hire (the "seniority commencement date"); provided, however, that no seniority rights shall vest until the employee completes six (6) months of continuous full time service.

Section 9. An employee's seniority status and date shall not be affected by absence from work on account of:

- A. Illness or approved sick leave;
- B. Injury in the line of duty covered by this Agreement and/or State workers' compensation laws;
- C. Time spent on approved leave of absence for service in the Armed Forces of the United States or applicable reserve programs;
- D. Service as a regularly impaneled member of state or federal jury.

Section 10. If an employee in a classification represented by the NAGE bargaining unit accepts another City position that is not represented by NAGE PAGE, and then returns to a position represented by NAGE PAGE, the employee's seniority for work assignments, days off, or shift assignments shall start over from the date an employee returns to a classification within the NAGE PAGE bargaining unit.

Section 11. SHIFT BID FOR 24 HOUR OPERATIONS

Seniority will be the basis for the determination of the priority between employees of the following: shift assignments, vacations, holidays, and regular days off in that division.

ARTICLE 21

PROMOTION, DEMOTION, LATERAL TRANSFER, OUT OF CLASS WORK, REALLOCATION

Section 1. PROMOTION In the event of a promotion, the rate of the promoted employee shall be increased to the step in the higher range above his rate of pay prior to promotion.

A promotion of any regular employee shall start a promotion probationary period of six (6) months in the higher classification. A promotion of any employee during his probationary period shall have the effect of ending the probationary period in the former classification and on the date of promotion shall start a promotion probationary period of six (6) months in the higher classification. However, a reclassification of a probationary employee to a position in a newly-created class with a higher pay range will not terminate the probationary period.

Prior to the completion of the promotion probationary period, a performance appraisal shall be completed on the promoted employee. The employee may be eligible for a one-step increase. The employee will not be eligible for a one-step increase if the employee was advanced to the maximum step upon promotion. If an employee fails to successfully complete the promotion probationary period, the employee shall retreat to his former classification and rate of pay only if the employee's promotion was within the ~~NAGE PAGE~~ bargaining unit, he will not be allowed to retreat back into his former ~~NAGE PAGE~~ position if he fails to successfully complete the promotion probationary period. The date of the retreat shall be used to establish a new eligibility date, which shall be one (1) year from the date of the retreat.

Postings or other applications for promotional positions shall be limited to regular employees in the City service when the Personnel Director determines that there are a sufficient number of qualified candidates within the classified service to provide sufficient competition to fill the position.

Section 2. DEMOTION Any employee who is demoted whether voluntarily or involuntarily will receive a reduction in pay to the next lower step in the lower pay range and under no circumstance shall the new rate of pay exceed the maximum rate for the lower class in the merit pay plan. The date that the demotion becomes effective shall be used to establish a new eligibility date, which shall be one (1) year from the date of demotion.

ARTICLE 25

DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for the pay period beginning August 11, 2005, and ending on August 31, 2008. In the event either party desires to modify this Agreement or any part thereof, it shall notify the other party in writing no later than February 1, 2008. If such notice is given, negotiations shall not begin later than the first day of March, 2008.

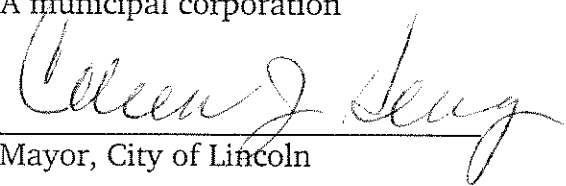
Prior to the first meeting, all proposals in completed form which denote changes or additions underlined and deletions struck through, must be submitted to the City by the Union and City proposals submitted to the Union.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2005.

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA
A municipal corporation



Mayor, City of Lincoln

ATTEST:

NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES,
LOCAL NO. R9-38 PUBLIC
ASSOCIATION OF GOVERNMENT
EMPLOYEES

President

NAGECH

APPENDIX "A"

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
(Please print last name, first name, middle name)

Department _____

Classification _____

Social Security Number _____

TO THE CITY OF LINCOLN:

Effective the ____ day of _____, 200__, I hereby request and authorize you to deduct from my biweekly earnings a sufficient amount to provide for the regular payment of Union dues as certified by the Union. The amount deducted shall be paid to the Treasurer of the ~~National Association of Government Employees Union, Local No. R9-38~~ Public Association of Government Employees. This authorization shall remain effective unless terminated by me by written notice to the City.

Signature _____

Address _____

City _____

State/Zip _____

Date: _____

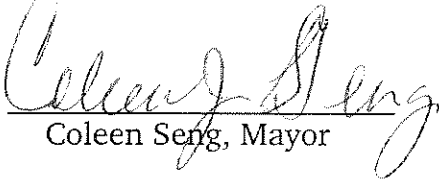
ADDENDUM

The parties, NAGE Local R9-38, Public Association of Government Employees, and the City of Lincoln mutually agree to the changes provided in this Addendum to the bargaining agreement between NAGE Local R9-38 and the City of Lincoln. The parties agree that the changes contained in the Addendum shall have full force and effect as if they were in the original document.

IN WITNESS WHEREOF, the parties have heretofore set their hands this ____ day of September, 2006.

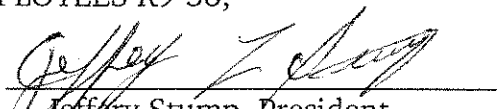
CITY OF LINCOLN

BY:


Coleen Seng, Mayor

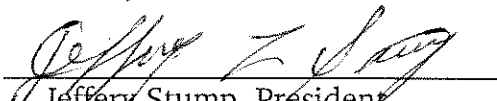
NATIONAL ASSOCIATION OF GOVERNMENT
EMPLOYEES R9-38,

BY:


Jeffery Stump, President

PUBLIC ASSOCIATION OF GOVERNMENT
EMPLOYEES,

BY:


Jeffery Stump, President